

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IV. H.

From: Wayne D. Houle, PE, Director of Engineering

Action ☒

Discussion ☐

Date: July 16, 2013

Information ☐

Subject: Resolution No. 2013-59 France Avenue Pedestrian Enhancement Easements and Amendments

Action Requested:

Approve attached Resolution No. 2013-59.

Information / Background:

The France Ave Pedestrian Enhancement project required six permanent and temporary construction easements to complete the submitted project. The temporary construction easements had an expiration date of December 31, 2013. If the City Council rejects the bid as proposed in Item IV. E., then the expiration dates need to change to December 31, 2014. Our City Attorney's office prepared the attached amendments for the following properties:

- Centennial Lake II, L.L.C. Amendment
- Southdale Center LLC Amendment
- U.S. Bank National Association Amendment
- Nash-Finch Company Amendment
- Edina Business Plaza, LLC Amendment
- Galleria Shopping Center, LLC Amendment

Easements from Macy's and Byerly's is also required with the addition of the right-in and right-out between Gallagher Dr and Hazelton Rd. Attached are the easements for the two properties.

Attachments:

- Resolution No. 2013-59
- Centennial Lake II, L.L.C. Amendment
- Southdale Center LLC Amendment
- U.S. Bank National Association Amendment
- Nash-Finch Company Amendment
- Edina Business Plaza, LLC Amendment
- Galleria Shopping Center, LLC Amendment
- Macy's Retail Holdings, Inc. Easement
- LB Edina, LLC Easement



RESOLUTION NO. 2013-59
CITY OF EDINA
HENNEPIN COUNTY, MINNESOTA
RESOLUTION APPROVING AMMENDMENTS TO EASEMENTS AND EASEMENTS FOR THE FRANCE
AVENUE IMPROVEMENT PROJECT

WHEREAS, the City acquired permanent and temporary construction easements for public sidewalk and utilities in connection with the City's France Avenue Pedestrian Enhancement Project (Project);

WHEREAS, the Project will be delayed until the 2014 construction season;

WHEREAS, the following amendments to extend the temporary easements to December 31, 2014 will be required, attached hereto:

Centennial Lake II, L.L.C. Amendment
Southdale Center LLC Amendment
U.S. Bank National Association Amendment
Nash-Finch Company Amendment
Edina Business Plaza, LLC Amendment
Galleria Shopping Center, LLC Amendment

WHEREAS, the following property owners have agreed to provide the necessary easements at no cost to the City for the property they own within the Project, under conditions identified in the corresponding easement attached hereto:

Macy's Retail Holdings, Inc. Easement
LB Edina, LLC Easement

WHEREAS, the City agrees to the terms and conditions of the Amendments and Easements;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Edina:

1. The City approves amendments to the easements for the properties owned by the following property owners within the Project area, substantially in the forms attached hereto:
Centennial Lake II, L.L.C. Amendment
Southdale Center LLC Amendment
U.S. Bank National Association Amendment
Nash-Finch Company Amendment
Edina Business Plaza, LLC Amendment
Galleria Shopping Center, LLC Amendment
2. The City approves the easements for the properties owned by the following property owners within the Project area, substantially in the forms attached hereto:
Macy's Retail Holdings, Inc. Easement
LB Edina, LLC Easement
3. The Mayor and City Clerk are hereby authorized and directed to execute the Third Amendment.

Dated: July 16, 2013

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

Attest: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of July 16, 2013, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 20____.

City Clerk

**AMENDMENT TO GRANT OF PERMANENT
AND TEMPORARY EASEMENTS**

**THIS AMENDMENT TO GRANT OF PERMANENT AND TEMPORARY
EASEMENTS** (“Amendment”) is made as of _____, 2013, by and between
CENTENNIAL LAKES II, L.L.C., a Delaware limited liability company (“Grantor”) and the
CITY OF EDINA, a Minnesota municipal corporation (“City”).

RECITALS:

WHEREAS, a permanent easement for public sidewalk and utility purposes and a temporary construction easement was granted to the City by Grantor by the recording of a Grant of Permanent and Temporary Easements dated March 11, 2013, and filed of record with the Hennepin County Recorder on April 15, 2013, as Document No. A09939547 (“Original Easement”);

WHEREAS, Grantor is the owner of property legally described as Lot 3, Block 1, South Edina Development Third Addition, Hennepin County, Minnesota;

WHEREAS, the parties wish to amend the Original Easement for the sole purpose of amending the expiration date of the temporary easement from December 31, 2013 to December 31, 2014.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree that the Original Easement shall remain in full force and effect except the expiration date of the temporary easement referred to in Paragraph 2 of the Original Easement is amended to December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Grant of Permanent and Temporary Easements the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

GRANTOR:

Centennial Lakes II, L.L.C.,
a Delaware limited liability company

By: Centennial Jack II, L.L.C.,
a Delaware limited liability company
Its: Managing Member

By: State Farm Realty Investment Company,
an Arizona corporation
Its: Managing Member

By: _____
Its

By: _____
Its:

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of State Farm Realty Investment Company, an Arizona corporation, Managing Member of Centennial Jack II, L.L.C., a Delaware limited liability company, Managing Member of Centennial Lakes II, L.L.C., a Delaware limited liability corporation, on behalf of the limited liability company.

Signature of Person Taking acknowledgment
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of State Farm Realty Investment Company, an Arizona corporation, Managing Member of Centennial Jack II, L.L.C., a Delaware limited liability company, Managing Member of Centennial Lakes II, L.L.C., a Delaware limited liability corporation, on behalf of the limited liability company.

Signature of Person Taking acknowledgment

Title: _____

CITY OF EDINA

BY: _____
James Hovland, Mayor

AND _____
Scott Neal, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000
RNK/cjh

**AMENDMENT TO GRANT OF PERMANENT
AND TEMPORARY EASEMENTS**

**THIS AMENDMENT TO GRANT OF PERMANENT AND TEMPORARY
EASEMENTS** (“Amendment”) is made as of _____, 2013, by and between
SOUTHDAL E CENTER, LLC, a Delaware limited liability company (“Grantor”) and the
CITY OF EDINA, a Minnesota municipal corporation (“City”).

RECITALS:

WHEREAS, a permanent easement for public sidewalk and utility purposes and a temporary construction easement was granted to the City by Grantor by the recording of a Grant of Permanent and Temporary Easements dated March 21, 2013, and filed of record with the Hennepin County Registrar of Titles on April 15, 2013, as Document No. T05067234 (“Original Easement”);

WHEREAS, Grantor is the owner of property legally described as Tract A, Registered Land Survey No. 1815, Hennepin County, Minnesota;

WHEREAS, the parties wish to amend the Original Easement for the sole purpose of amending the expiration date of the temporary easement from December 31, 2013 to December 31, 2014.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree that the Original Easement shall remain in full force and effect except the expiration date of the temporary easement referred to in Paragraph 2 of the Original Easement is amended to December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Grant of Permanent and Temporary Easements the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

SOUTHDALE CENTER, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF INDIANA)
)ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of **Southdale Center, LLC**, a Delaware limited liability company, who is presently known to me and who executed the foregoing instrument on behalf of said limited liability company, Grantor.

NOTARY PUBLIC

CITY OF EDINA

BY: _____
James Hovland, Mayor

AND _____
Scott Neal, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000
RNK/cjh

**AMENDMENT TO GRANT OF PERMANENT
AND TEMPORARY EASEMENTS**

**THIS AMENDMENT TO GRANT OF PERMANENT AND TEMPORARY
EASEMENTS** (“Amendment”) is made as of _____, 2013, by and between
U.S. BANK NATIONAL ASSOCIATION, a national banking association (“Grantor”) and the
CITY OF EDINA, a Minnesota municipal corporation (“City”).

RECITALS:

WHEREAS, a permanent easement for public sidewalk and utility purposes and a temporary construction easement was granted to the City by Grantor by the recording of a Grant of Permanent and Temporary Easements dated March 20, 2013, and filed of record with the Hennepin County Registrar of Titles on April 15, 2013, as Document No. T05067233 (“Original Easement”);

WHEREAS, Grantor is the owner of property legally described on Exhibit A attached hereto;

WHEREAS, the parties wish to amend the Original Easement for the sole purpose of amending the expiration date of the temporary easement from December 31, 2013 to December 31, 2014.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree that the Original Easement shall remain in full force and effect except the expiration date of the temporary easement referred to in Paragraph 2 of the Original Easement is amended to December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Grant of Permanent and Temporary Easements the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

GRANTOR:
U.S. Bank National Association

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of U.S. Bank National Association, a national banking association, on behalf of said association, Grantor.

NOTARY PUBLIC

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of U.S. Bank National Association, a national banking association, on behalf of said association, Grantor.

NOTARY PUBLIC

CITY OF EDINA

BY: _____
James Hovland, Mayor

AND _____
Scott Neal, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000
RNK/cjh

EXHIBIT "A"

Parcels 3 and 4 Legal Descriptions:

Lot 1, Block 1, except that part thereof which lies Northwesterly of a line drawn from a point on the North line of Section 32, Township 28, Range 24 distant 110 feet Easterly of the Northwest corner of said section to a point on the West line thereof distant 110 Southerly of said Northwest corner;

Lot 2, Block 1, except the Easterly 70 feet thereof;
Yorktown, Hennepin County, Minnesota.

**AMENDMENT TO GRANT OF PERMANENT
AND TEMPORARY EASEMENTS**

**THIS AMENDMENT TO GRANT OF PERMANENT AND TEMPORARY
EASEMENTS** (“Amendment”) is made as of _____, 2013, by and between
NASH-FINCH COMPANY, a Delaware corporation (“Grantor”) and the **CITY OF EDINA**, a
Minnesota municipal corporation (“City”).

RECITALS:

WHEREAS, a permanent easement for public sidewalk and utility purposes and a temporary construction easement was granted to the City by Grantor by the recording of a Grant of Permanent and Temporary Easements dated March 22, 2013, and filed of record with the Hennepin County Registrar of Titles on May 28, 2013, as Document No. T05080151 (“Original Easement”);

WHEREAS, Grantor is the owner of property legally described as Lot 1, Block 1, Edina Office Center, Hennepin County, Minnesota;

WHEREAS, the parties wish to amend the Original Easement for the sole purpose of amending the expiration date of the temporary easement from December 31, 2013 to December 31, 2014.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree that the Original Easement shall remain in full force and effect except the expiration date of the temporary easement referred to in Paragraph 2 of the Original Easement is amended to December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Grant of Permanent and Temporary Easements the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

GRANTOR:
NASH-FINCH COMPANY

By: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of Nash-Finch Company, a Delaware corporation, on behalf of said corporation, Grantor.

NOTARY PUBLIC

CITY OF EDINA

BY: _____
James Hovland, Mayor

AND _____
Scott Neal, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000
RNK/cjh

**AMENDMENT TO GRANT OF PERMANENT
AND TEMPORARY EASEMENTS**

**THIS AMENDMENT TO GRANT OF PERMANENT AND TEMPORARY
EASEMENTS** (“Amendment”) is made as of _____, 2013, by and between
EDINA BUSINESS PLAZA, LLC, a Minnesota limited liability company (“Grantor”) and the
CITY OF EDINA, a Minnesota municipal corporation (“City”).

RECITALS:

WHEREAS, a permanent easement for public sidewalk and utility purposes and a temporary construction easement was granted to the City by Grantor by the recording of a Grant of Permanent and Temporary Easements dated March 25, 2013, and filed of record with the Hennepin County Registrar of Titles on April 15, 2013, as Document No. T05067235 (“Original Easement”);

WHEREAS, Grantor is the owner of property legally described as Lot 2, Block 1, Edina Office Center 2nd Addition, Hennepin County, Minnesota;

WHEREAS, the parties wish to amend the Original Easement for the sole purpose of amending the expiration date of the temporary easement from December 31, 2013 to December 31, 2014.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree that the Original Easement shall remain in full force and effect except the expiration date of the temporary easement referred to in Paragraph 2 of the Original Easement is amended to December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Grant of Permanent and Temporary Easements the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

GRANTOR:
EDINA BUSINESS PLAZA, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ the _____ of Edina Business Plaza, LLC, a Minnesota limited liability company, on behalf of said company, Grantor.

NOTARY PUBLIC

CITY OF EDINA

BY: _____
James Hovland, Mayor

AND _____
Scott Neal, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000
RNK/cjh

**AMENDMENT TO SIDEWALK
AND UTILITIES EASEMENT AGREEMENT**

**THIS AMENDMENT TO SIDEWALK AND UTILITIES EASEMENT
AGREEMENT** (“Amendment”) is made as of _____, 2013, by and
between **GALLERIA SHOPPING CENTER, LLC**, a Minnesota limited liability company
 (“Grantor”) and the **CITY OF EDINA**, a Minnesota municipal corporation (“City”).

RECITALS:

WHEREAS, a permanent easement for public sidewalk and utility purposes and a temporary construction easement was granted to the City by Grantor by the recording of a Sidewalk and Utilities Easement Agreement dated March 28, 2013, and filed of record with the Hennepin County Registrar of Titles on April 15, 2013, as Document No. T05067254 (“Original Easement”);

WHEREAS, Grantor is the owner of property legally described as Tract B, Registered Land Survey No. 1796, Hennepin County, Minnesota;

WHEREAS, the parties wish to amend the Original Easement for the sole purpose of amending the expiration date of the temporary easement from December 31, 2013 to December 31, 2014.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree that the Original Easement shall remain in full force and effect except the expiration date of the temporary easement referred to in Paragraph 2 of the Original Easement is amended to December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Grant of Permanent and Temporary Easements the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

GRANTOR:

GALLERIA SHOPPING CENTER, LLC

a Minnesota limited liability company

By: Hines Global REIT Minnesota Retail I LLC,
a Delaware limited liability company,
its sole Member

By: _____

Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of Hines Global REIT Minnesota Retail I LLC, a Delaware limited liability company and the sole Member of Galleria Shopping Center, LLC, a Minnesota limited liability company, on behalf of said company, Grantor.

NOTARY PUBLIC

CITY OF EDINA

BY: _____
James Hovland, Mayor

AND _____
Scott Neal, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000
RNK/cjh

(reserved for recording information)

GRANT OF PERMANENT AND TEMPORARY EASEMENTS

MACYS RETAIL HOLDINGS, INC., a New York corporation formerly named The May Department Stores Company, hereinafter referred to as "Grantor", in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the **CITY OF EDINA**, a municipal corporation organized under the laws of the State of Minnesota, the Grantee, hereinafter referred to as the "City", its successors and assigns, the following easements:

1. A permanent easement for public sidewalk, retaining wall, drainage and utility purposes over, across, on, under, and through land situated within the County of Hennepin, State of Minnesota, as legally described on the attached Exhibits "A" and "B", including the rights of the City, its contractors, agents, and servants to enter upon the permanent easement premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public sidewalk, retaining wall, drainage and utility systems over, across, on, under, and through the permanent easement premises, together with the right to grade, level, fill, drain and excavate the permanent easement premises, and the further right

to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public sidewalk, retaining wall, drainage and utility easements.

2. A temporary construction easement over, across, on, under, and through the land situated in the County of Hennepin, State of Minnesota, as legally described on the attached Exhibits "A" and "B". To have and to hold the same, unto the City, its contractors, agents, and servants, commencing upon execution of this document and expiring December 31, 2014, together with the right of ingress to and egress from the temporary easement premises, for the purpose of constructing, reconstructing, inspecting, repairing, and maintaining the property of the City, at the will of the City and its successors. As a condition of this temporary construction easement grant, the City shall, upon completion of construction and prior to termination, restore the ground surface of the temporary construction easement premises to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, cuts and any removal of earth, other materials, trees and other vegetation.

3. Grantor hereby grants the uses herein specified without divesting itself of the right to use and enjoy the above described temporary easement premises, subject only to the right of the City to use the same for the purposes herein expressed. Grantor specifically reserves the right to allow other utility lines to be installed under, across and within the property subject to these easements, provided such do not interfere with or endanger the installations of the City or the maintenance thereof.

4. In making use of the easements granted herein, the City shall and shall cause its contractors to: (i) make commercially reasonable efforts to minimize any adverse impact to the business operations conducted by Grantor on the adjacent property; (ii) replace and restore any areas and improvements disturbed to the condition they were prior to the performance of such work and raise or lower any and all manholes and/or manhole castings to conform to the elevation of the planters, parking area, driveway and road surfaces in which they are located; (iii) diligently complete all installations and other work once such activities have begun, and (iv) thereafter maintain the City's facilities and related equipment in good order and repair.

5. The City shall not permit any claim, lien or other encumbrance arising from its activities to accrue against or attach to the easement premises or the interest of Grantor in adjacent property.

6. During construction and other activities, the City will maintain ingress and egress over each of the entrance roads to Grantor's adjacent property during all hours of operation of Grantor's business on such property.

7. The easements granted herein are subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Grantor's property, including the property subject to these Easements and access thereto.

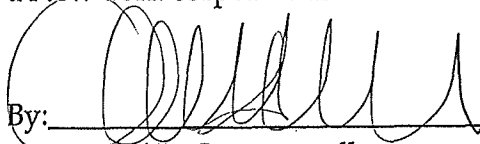
8. Neither the execution nor delivery of this document is prohibited by the terms of any agreement binding on Grantor, or requires Grantor to obtain the consent, approval or authorization of, or notice to, or filing a registration with, any person, public authority or any other entity.

9. The rights herein granted may not be assigned in whole or in parts without Grantor's reasonable consent.

IN TESTIMONY WHEREOF, the Grantor hereto has signed this agreement this day of July, 2013.

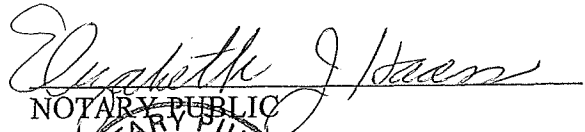

GRANTOR:

MACY'S RETAIL HOLDINGS, INC.,
a New York corporation

By: 
Carl L. Goertemoeller,
Senior Vice President

STATE OF OHIO)
)ss.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8th day of July, 2013,
by Carl L. Goertemoeller, Senior Vice President of Macy's Retail Holdings, Inc., a New York
corporation, on behalf of said corporation, Grantor.


NOTARY PUBLIC

ELIZABETH J. HAASS
Notary Public, State of Ohio
My Commission Expires
March 26, 2017

GRANTEE:

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELLKNUTSON
Professional Association 317
Eagandale Office Center 1380
Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000

EXHIBIT "A"

Legal Description:

Lot 3, Block 7, Yorktown, Hennepin County , Minnesota.

EXHIBIT "B"

Easement Descriptions:

A permanent easement for sidewalk, retaining wall, drainage and utility purposes over, under and across that part of Lot 3, Block 7, Yorktown, as is on file and of record in the Office of the County Recorder, Hennepin County Minnesota, which lies easterly of the easterly right of way line of Hennepin County Road Number 17 (France Avenue) as described in document number 2189613 and westerly of Line A described as follows: Commencing at the southwest corner of said Lot 3; thence North 89 degrees 54 minutes 12 seconds East, assumed bearing along the south line thereof, 22.55 feet to the point of beginning of said Line A to be hereinafter described; thence North 00 degrees 11 minutes 16 seconds West, 194.98 feet; thence North 11 degrees 07 minutes 19 seconds East, 71.39 feet; thence North 00 degrees 11 minutes 16 seconds West, 182.99 feet; thence North 89 degrees 48 minutes 44 seconds East, 10.00 feet; thence North 00 degrees 11 minutes 16 seconds West, 58.77 feet to a point on the north line of said Lot 3, 46.64 feet east of the northwest corner thereof, and said Line A there terminating.

AND ALSO

A temporary easement for construction purposes over, under and across said Lot 3, which lies easterly of said Line A and westerly of the following described line: Commencing at the southwest corner of said Lot 3; thence North 89 degrees 54 minutes 12 seconds East, assumed bearing along the south line thereof, 164.27 feet to the point of beginning of said line to be hereinafter described; thence North 00 degrees 02 minutes 41 seconds East, 131.93 feet; thence North 89 degrees 57 minutes 19 seconds West, 87.53 feet; thence North 00 degrees 02 minutes 41 seconds East, 244.40 feet; thence South 89 degrees 57 minutes 19 seconds East, 344.44 feet; thence North 00 degrees 02 minutes 41 seconds East, 131.77 feet to the north line of said Lot 3 and said Line there terminating.

Said temporary easement shall expire on December 31, 2014.

(reserved for recording information)

GRANT OF PERMANENT AND TEMPORARY EASEMENTS

L B EDINA, LLC, a Minnesota limited liability company, hereinafter referred to as “Grantor”, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the **CITY OF EDINA**, a municipal corporation organized under the laws of the State of Minnesota, the Grantee, hereinafter referred to as the “City”, its successors and assigns, the following easements:

1. A permanent easement for public sidewalk, retaining wall, drainage and utility purposes over, across, on, under, and through land situated within the County of Hennepin, State of Minnesota, as legally described on the attached Exhibits "A" and "B", including the rights of the City, its contractors, agents, and servants to enter upon the permanent easement premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public sidewalk, retaining wall, drainage and utility systems over, across, on, under, and through the permanent easement premises, together with the right to grade, level, fill, drain and excavate the permanent easement premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public sidewalk, retaining wall, drainage and utility

easements.

2. A temporary construction easement over, across, on, under, and through the land situated in the County of Hennepin, State of Minnesota, as legally described on the attached Exhibits "A" and "B". To have and to hold the same, unto the City, its contractors, agents, and servants, commencing upon execution of this document and expiring December 31, 2014, together with the right of ingress to and egress from the temporary easement premises, for the purpose of constructing, reconstructing, inspecting, repairing, and maintaining the property of the City, at the will of the City and its successors. As a condition of this temporary construction easement grant, the City shall, upon completion of construction and prior to termination, restore the ground surface of the temporary construction easement premises to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, cuts and any removal of earth, other materials, trees and other vegetation.

3. Grantor hereby grants the uses herein specified without divesting itself of the right to use and enjoy the above described temporary easement premises, subject only to the right of the City to use the same for the purposes herein expressed. Grantor specifically reserves the right to allow other utility lines to be installed under, across and within the property subject to these easements, provided such do not interfere with or endanger the installations of the City or the maintenance thereof.

4. In making use of the easements granted herein, the City shall and shall cause its contractors to: (i) make commercially reasonable efforts to minimize any adverse impact to the business operations conducted by Grantor on the adjacent property;

(ii) replace and restore any areas and improvements disturbed to the condition they were prior to the performance of such work and raise or lower any and all manholes and/or manhole castings to conform to the elevation of the planters, parking area, driveway and road surfaces in which they are located; (iii) diligently complete all installations and other work once such activities have begun, and (iv) thereafter maintain the City's facilities and related equipment in good order and repair.

5. The City shall not permit any claim, lien or other encumbrance arising from its activities to accrue against or attach to the easement premises or the interest of Grantor in adjacent property.

6. During construction and other activities, the City will maintain ingress and egress over each of the entrance roads to Grantor's adjacent property during all hours of operation of Grantor's business on such property.

7. The easements granted herein are subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Grantor's property, including the property subject to these Easements and access thereto.

8. Neither the execution nor delivery of this document is prohibited by the terms of any agreement binding on Grantor, or requires Grantor to obtain the consent, approval or authorization of, or notice to, or filing a registration with, any person, public authority or any other entity.

9. The rights herein granted may not be assigned in whole or in parts without Grantor's reasonable consent.

IN TESTIMONY WHEREOF, the Grantor hereto has signed this agreement this _____
day of _____, 2013.

GRANTOR:
L B EDINA, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of L B Edina, LLC, a Minnesota limited liability company, on behalf of said company, Grantor.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/cjh

EXHIBIT "A"

Legal Description:

Lot 2, Block 7, Yorktown, Hennepin County , Minnesota.

EXHIBIT "B"

Easement Descriptions:

A permanent easement for sidewalk, retaining wall, drainage and utility purposes over, under and across that part of Lot 2, Block 7, Yorktown, as is on file and of record in the Office of the County Recorder, Hennepin County Minnesota, which lies easterly of the easterly right of way line of Hennepin County Road Number 17 (France Avenue) as described in document number 2189613 and westerly of Line A described as follows: Commencing at the southwest corner of said Lot 2; thence North 89 degrees 47 minutes 52 seconds East, assumed bearing along the south line thereof, 46.64 feet to the point of beginning of said Line A to be hereinafter described; thence North 00 degrees 11 minutes 16 seconds West, 66.80 feet; thence South 89 degrees 48 minutes 44 seconds West, 10.00 feet; thence North 00 degrees 11 minutes 16 seconds West, 177.60 feet; thence North 89 degrees 48 minutes 44 seconds East, 1.97 feet; thence North 00 degrees 08 minutes 35 seconds West, 207.30 feet; thence South 89 degrees 48 minutes 44 seconds West, 5.13 feet; thence North 00 degrees 11 minutes 16 seconds West, 124.98 feet to said easterly right of way line and said Line A there terminating.

AND ALSO

A temporary easement for construction purposes over, under and across said Lot 2, which lies easterly of said Line A and westerly of the following described line: Commencing at the southwest corner of said Lot 2; thence North 89 degrees 47 minutes 52 seconds East, assumed bearing along the south line thereof, 56.64 feet to the point of beginning of said line to be hereinafter described; thence North 00 degrees 11 minutes 16 seconds West, 66.80 feet; thence South 89 degrees 48 minutes 44 seconds West, 10.00 feet; thence North 00 degrees 11 minutes 16 seconds West, 513.21 feet to the north line of said Lot 2 and said Line there terminating.

Said temporary easement shall expire on December 31, 2014.

AMERICAN UNITED LIFE INSURANCE COMPANY, an Indiana corporation, which holds a mortgage on all or part of the property more particularly described in the foregoing Grant of Permanent and Temporary Easements, which mortgage is dated June 19, 2003, and recorded June 20, 2003 as Document No. 3761425 with the office of the Registrar of Titles for Hennepin County, Minnesota, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby join in, consent, and is subject to the foregoing Grant of Permanent and Temporary Easements.

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